

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of -)
)
Anis Avasta Construction Company) ASBCA No. 61926
)
Under Contract No. H92237-11-C-0830)

APPEARANCE FOR THE APPELLANT: Mr. Shujah Mowafaq
President and CEO

APPEARANCES FOR THE GOVERNMENT: Jeffrey P. Hildebrant, Esq.
Air Force Deputy Chief Trial Attorney
Isabelle P. Cutting, Esq.
Trial Attorney

OPINION BY ADMINISTRATIVE JUDGE WILSON
ON APPELLANT’S MOTION FOR RECONSIDERATION

Anis Avasta Construction Company (appellant) brings this motion for reconsideration of the Board’s decision in *Anis Avasta Constr. Co.*, ASBCA No. 61926, 20-1 BCA ¶ 37,743. The United States Air Force (government) opposes the motion. That decision granted summary judgment in the government’s favor holding that appellant’s claim was barred by the six year statute of limitations set forth in the Contract Dispute Act’s (CDA) 41 U.S.C. §§ 7101-7109. Familiarity with that decision is presumed. For the reasons stated below, the motion is denied.

DECISION

The party moving for reconsideration “must demonstrate a compelling reason for the Board to modify its decision [In doing so] we look to whether there is newly discovered evidence or whether there were mistakes in the decision’s findings of fact, or errors of law.” *Bruce E. Zoeller*, ASBCA No. 56578, 14-1 BCA ¶ 35,803 at 175,103 (citing *J. F. Taylor, Inc.*, ASBCA Nos. 56105, 56322, 12-2 BCA ¶ 35,125). A motion for reconsideration is not intended to present a “post-decision bolstering of contentions which we have already rejected.” *Charitable Bingo Assocs. d/b/a Mr. Bingo, Inc.*, ASBCA Nos. 53249, 53470, 05-2 BCA ¶ 33,088 at 164,014 (quoting *Mason & Hanger-Silas Mason Co., Inc. v. United States*, 523 F.2d 1384, 1385 (Ct. Cl. 1975)). Consistent with this principle, a party’s “[d]isagreements with the trier of fact as to the weight accorded certain evidence and the inferences to be drawn from such evidence are not appropriate grounds for reconsideration.” *J.F. Taylor, Inc.*, 12-2 BCA ¶ 35,125 at 172,453 (citing *Walsky Constr. Co.*, ASBCA No. 41541, 94-2 BCA ¶ 26,698 at 132,784).

Appellant’s motion fails to demonstrate a compelling reason to modify the Board’s previous decision in the above-captioned appeal. The motion does not present

any new facts or evidence; appellant attempts to adjust the date of claim accrual to fit within the six-year statute of limitations, invoking the “continuing claim doctrine.” Appellant contends that the last follow-up with the Contracting Officer was made on October 31, 2018, thus rendering its January 2, 2019 claim timely under the aforementioned doctrine espoused in *Gray Personnel, Inc.*, ASBCA No. 54652, 06-2 BCA ¶ 33,378. (App. recon. mot. at 2) However, the Board specifically rejected this argument holding that the “gap in communication between September 2011 and September 2012 and then again from November 2012 to October 2018” was not considered “consistent or continuous communication.” *Anis Avasta*, 20-1 BCA ¶ 37,743 at 183,165. Accordingly, as appellant has offered no newly discovered evidence or mistakes in the decision’s findings of fact, or errors of law, the motion must fail.

CONCLUSION

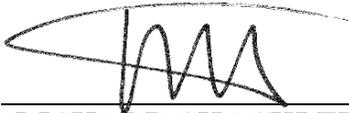
The motion for reconsideration is denied.

Dated: March 10, 2021



OWEN C. WILSON
Administrative Judge
Vice Chairman
Armed Services Board
of Contract Appeals

I concur



RICHARD SHACKLEFORD
Administrative Judge
Acting Chairman
Armed Services Board
of Contract Appeals

I concur



MICHAEL T. PAUL
Administrative Judge
Armed Services Board
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 61926, Appeal of Anis Avasta Construction Company, rendered in conformance with the Board's Charter.

Dated: March 11, 2021



PAULLA K. GATES-LEWIS
Recorder, Armed Services
Board of Contract Appeals